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Contract Database Metadata Elements

Title: **Honeoye Central School District and Honeoye Teachers Association (2004)**

Employer Name: **Honeoye Central School District**

Union: **Honeoye Teachers Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **5289**

Unit Size:

Number of Pages: **47**

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Agreement

between the

SUPERINTENDENT OF SCHOOLS

of the

HONEOYE CENTRAL SCHOOL DISTRICT

and the

HONEOYE TEACHERS' ASSOCIATION

July 1, 2004 through June 30, 2007

RECEIVED 4/026/06

The SUPERINTENDENT OF HONEOYE CENTRAL SCHOOL (hereinafter referred to as "Superintendent") and the HONEOYE TEACHERS' ASSOCIATION (hereinafter variously referred to as "HTA" or "Association") have this first day of July, 2004, agreed as follows:

"IT IS AGREED BY AND BETWEEN THE PARTIES
THAT ANY PROVISION OF THIS AGREEMENT
REQUIRING LEGISLATIVE ACTION TO PERMIT
ITS IMPLEMENTATION BY AMENDMENT OF LAW
OR BY PROVIDING THE ADDITIONAL FUNDS
THEREFORE SHALL NOT BECOME EFFECTIVE
UNTIL THE APPROPRIATE LEGISLATIVE BODY
HAS GIVEN APPROVAL."

DEFINITIONS

ASSOCIATION -

Association shall mean the Honeoye Teachers' Association.

SUPERINTENDENT -

Superintendent shall mean the Chief School Officer of the Honeoye Central School District.

BOARD -

Board shall mean the Board of Education of the Honeoye Central School District.

IMMEDIATE FAMILY -

Immediate Family shall mean the employee's spouse, child, parent, brother, sister, parents-in-law, children-in-law, siblings-in-law, grandparents, or any person who occupies a close familial relationship.

TEACHER -

Teacher shall mean professionally certified full-time personnel, regular part-time personnel, and long-term substitute teachers excluding per diem substitutes and administrators.

**ADMINISTRATOR OR
ADMINISTRATIVE
PERSONNEL** -

Administrator or Administrative Personnel shall mean Superintendent, Building Principals, and Director of Pupil Personnel Services who functions as the Building Principal for the special education department.

RECOGNITION AGREEMENT

The Board of Education of the Honeoye Central School District, having determined that the Honeoye Teachers' Association includes in its membership a majority of the certified employees of the School District, hereby recognizes the Honeoye Teachers' Association as the exclusive negotiating unit for all regularly employed certificated teaching personnel except Administrative Personnel.

Such recognition shall extend for the maximum period permitted by S208 of the Civil Service Law (Taylor Law). In the event of any dispute concerning recognition, procedures established by such law and the Public Employment Relations Board shall be followed.

BOARD OF EDUCATION
HONEOYE CENTRAL SCHOOL DISTRICT

By _____
W. Keith Stumbo, President

HONEOYE CENTRAL SCHOOL DISTRICT

By _____
William F. Schofield, Superintendent

HONEOYE TEACHERS' ASSOCIATION

By _____
Michelle Berger, Co-President

By _____
Dorothy Graziano, Co-President

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ARTICLE I - TERMS & CONDITIONS OF EMPLOYMENT

(1) EMPLOYMENT YEAR

The standard work year for teachers shall not exceed one hundred eighty-five (185) days in length.

(2) EMPLOYMENT HOURS

Except as described in Article I, Section 13, Detention Supervisor, and Article IV, Section 13 School Nurse, the teacher work day shall be established by the administration and shall not exceed seven (7) hours per day in length.

School meetings or functions may require the teachers' attendance outside the regular work day. Such meetings, programs, or functions shall be attended by all teachers except those individuals who are specifically excused from the meeting by the administrator who called the meeting.

Teachers shall attend such orientation sessions and meetings during the school year as may reasonably be required by administration.

Each full-time teacher shall have a thirty (30)-minute lunch period free from assigned duties each day.

(3) SUPERVISION OF SCHOOL-SPONSORED ACTIVITIES

Supervision of students and assistance of spectators attending approved school-sponsored activities may be performed by teachers on a paid basis. Chaperones shall be paid at the rate of \$16.54/hour for 2004-05, \$17.04/hour for 2005-06, and \$17.55/hour for 2006-07. The minimum chaperoning pay for any event shall be \$46.27 per event for 2004-05, \$47.66 per event for 2005-06, and \$49.09 per event for 2006-07. The maximum chaperoning pay for any event shall be \$113.80 per event 2004-05, \$117.21 per event for 2005-06, and \$120.73 per event for 2006-07.

In the case of closed functions, the Senior Ball, the Junior Prom, Fall Weekend, the skating parties, in the situation where fewer teachers than needed have offered to supervise activities five (5) days prior to the scheduled event, the Building Principal shall assign, no later than three (3) days prior to the scheduled event on a paid basis, as many teachers as may be necessary to properly supervise the activity. Additional supervision by non-school personnel may be provided at the discretion of the administration.

For purposes of this section, the term "closed function" means an activity which may only be attended by Honeoye students and approved guests.

Student dances shall be supervised by at least four (4) teacher supervisors.

(4) **DEPARTMENT CHAIRPERSON/GRADE-LEVEL COORDINATOR**

After careful consideration of the recommendations of the departments and grade levels involved, the Superintendent shall recommend to the Board for its approval, that department chairpersons and grade-level coordinators be appointed on an annual basis in the following areas:

- (a) For grades K-12, in the areas of Physical Education and Health; Fine Arts (Music and Art); Foreign Languages; and Compensatory Programs;
- (b) For each grade K-5, a Special Education;
- (c) For each grade K-5, and a K-5 Computer Coordinator;
- (d) For grades 6-12, a Special Education;
- (e) For grades 6-12, in the areas of Business; Computer Education; English; Mathematics; Science; Social Studies; and Applied Arts (Technology and Home/Career Skills);
- (f) For grades K-5, a special-area representative, compensated at a rate of .5 of a grade-level coordinator;
- (g) For grades K-12, a building usage coordinator, compensated at a rate of 2.0 of a department chairperson.
- (h) Teaching Assistants shall not be eligible for positions specified herein.

Each appointed department chairperson or grade-level coordinator shall receive compensation for the duties of the position as follows:

<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
\$1,240	\$1,277	\$1,351

The employment year for department chairpersons and grade-level coordinators shall not exceed the regular employment year for teachers. A department chairperson or grade-level coordinator selected to participate in any professional duties between July 1 and September 1 shall be paid at the rate of 1/200 of that teacher's current school year regular teaching salary (Step plus hours) for each seven (7)-hour work day. The hours and work days for any such approved professional duties shall be determined by the Building Principal at the time of selection.

(5) **PAID EXTRA-CURRICULAR AND COACHING DUTIES**

Appointment to paid extra-curricular and coaching duties shall be made by recommendation of the Superintendent to the Board for Board action. Such provisions are to be compensated as shown on the schedule set out at Part (A) and Part (B) of this Article. Such persons shall be continued from year to year, unless terminated by Board action, following the Superintendent's recommendation or by teacher resignation.

(5) **PAID EXTRA-CURRICULAR AND COACHING DUTIES - continued**

To the extent possible, paid extra-curricular duties should be assigned prior to the end of the school year preceding the school year of the assignment.

(A) **SALARY SCHEDULE FOR PAID VOLUNTARY EXTRA-CURRICULAR DUTIES**

POSITION	2004-05	2005-06	2006-07
STUDENT GOVERNMENT ADVISORS			
9-12 Student Council Advisors (2)	\$1,141	\$1,175	\$1,210
6-8 Student Council Advisors (2)	849	874	900
K-5 Student Council Advisor	781	804	828
9 th , 10 th , 11 th , Grade Class Advisors	761	784	808
12 th Grade Class Advisor (2)	761	784	808

POSITION	2004-05	2005-06	2006-07
SPECIAL INTEREST CLUB ADVISORS			
Activities Coordinator	\$1,240	\$1,277	\$1,315
6-12 th Grade Local History Club	761	784	808
6-12 th Grade Art Club Advisor	761	784	808
K-5 Art Club Advisor	761	784	808
Explorations Club Advisor	761	784	808
Foreign Language - Middle School Advisor	761	784	808
Library Club Advisor	761	784	808
National Honor Society Advisor	761	784	808

(A) **SALARY SCHEDULE FOR PAID VOLUNTARY EXTRA-CURRICULAR DUTIES-**
continued

POSITION	2004-05	2005-06	2006-07
SPECIAL INTEREST CLUB ADVISORS			
Bookstore Advisor	761	784	808
School Newspaper-Middle School	761	784	808
Spanish Club Advisor	761	784	808
French Club Advisor	761	784	808
Drama Club Advisor	761	784	808
Youth-to-Youth Club (Middle School) Advisor	761	784	808
Youth-to-Youth Club (High School) Advisor	761	784	808
Varsity Club Advisor	761	784	808
Peer Tutoring Advisor	2,930	3,018	3,109
Master Mind/Chess Club Advisor	2,757	2,840	2,925
Spelling Bee Advisor	228	235	242
Odyssey of the Mind Advisor	2,757	2,840	2,925
Ski Club Advisors (2)	68/trip	70/trip	72/trip
Intramural Advisor	1,240	1,277	1,315
Intramural Supervisors [per season/10 meetings]	308	317	327

POSITION	2004-05	2005-06	2006-07
PUBLICATION ADVISORS			
Yearbook – Art Director	\$3,333	\$3,433	\$3,563
Yearbook – Business Manager	1,333	1,373	1,414

(A) **SALARY SCHEDULE FOR PAID VOLUNTARY EXTRA-CURRICULAR DUTIES - continued**

POSITION	2004-05	2005-06	2006-07
DRAMA/MUSICAL ACTIVITY ADVISORS			
Jazz Band (A)	\$2,856	\$2,942	\$3,030
Jazz Band (B)	1,714	1,765	1,818
Marching Band (2)	895	922	950
Major Play Director	1,333	1,373	1,414
Major Play Producer	761	784	808
Major Play Set Designer (2)	761	784	808
Major Play Costume Designer	761	784	808
Major Musical Director	2,761	2,844	2,929
Major Musical Producer	1,620	1,669	1,719
Major Musical Set Designer	1,506	1,551	1,598
Major Musical Assistant Set Designer	761	784	808
Major Musical Orchestra Director	761	784	808
Major Musical Choreographer	761	784	808
Major Musical Piano Accompanist	761	784	808
Major Musical Costume Designer	761	784	808
Elementary Musical Play Director	761	784	808

(B) **COACHING SCHEDULE**

For those unit-member coaches who begin to coach during the summer recess, the District agrees to pay these coaches on a bi-weekly basis after the start of this duty. The individual coach must notify the District's business office by an in-person visit or in writing that he/she has begun to coach and on what date he/she has begun to coach.

(B) COACHING SCHEDULE - continued

Coaches salary for extracurricular activities is as follows:

	Step 1 1-4	Step 2 5-8	Step 3 9-12	Step 4 12+ Years
Varsity Soccer	1.00	1.10	1.20	1.50
JV Soccer	.75	.85	.95	1.25
MS Soccer	.50	.60	.70	1.00
Varsity Volleyball	1.00	1.10	1.20	1.50
JV Volleyball	.75	.85	.95	1.25
MS Volleyball	.50	.60	.70	1.00
Varsity Basketball	1.80	1.90	2.00	2.30
JV Basketball	1.35	1.45	1.55	1.85
MS Basketball	.65	.75	.85	1.15
Elem. Basketball (2)	.45	.55	.65	.95
Varsity Cheerleading	1.80	1.90	2.00	2.30
JV Cheerleading	1.35	1.45	1.55	1.85
MS Cheerleading	.50	.60	.70	1.00
Varsity Baseball	1.00	1.10	1.20	1.50
JV Baseball	.75	.85	.95	1.25
MS Baseball	.50	.60	.70	1.00
Varsity Softball	1.00	1.10	1.20	1.50
JV Softball	.75	.85	.95	1.25
MS Softball	.50	.60	.70	1.00
Varsity Tennis	1.00	1.10	1.20	1.50
JV Tennis	.75	.85	.95	1.25
Varsity Cross-Country	1.00	1.10	1.20	1.50
JV Cross-Country	.75	.85	.95	1.25
MS Cross-Country	.50	.60	.70	1.00
Varsity Golf	1.00	1.10	1.20	1.50
JV Golf	.75	.85	.95	1.25
Bowling	.72	.76	.80	.92

(B) COACHING SALARY - continued**2004-05 SCHOOL YEAR**

POSITION	STEP 1 1-4	STEP 2 5-8	STEP 3 9-12	STEP 12+ YEARS
Varsity Soccer	2,677	2,944	3,214	4,016
JV Soccer	2,010	2,276	2,544	3,348
Middle School Soccer	1,338	1,606	1,876	2,677
Varsity Volleyball	2,677	2,944	3,214	4,016
JV Volleyball	2,010	2,276	2,544	3,348
Middle School Volleyball	1,338	1,606	1,876	2,677
Varsity Basketball	4,820	5,087	5,355	6,158
JV Basketball	3,614	3,882	4,149	4,953
MS Basketball (4)	1,740	2,010	2,276	3,079
Elementary Basketball (2)	1,203	1,473	1,740	2,544
Varsity Cheerleading	4,820	5,087	5,355	6,158
JV Cheerleading	3,614	3,882	4,149	4,953
MS Cheerleading	1,338	1,606	1,876	2,677
Varsity Baseball	2,677	2,944	3,214	4,106
JV Baseball	2,010	2,276	2,544	3,348
MS Baseball	1,338	1,606	1,876	2,677
Varsity Softball	2,677	2,944	3,214	4,016
JV Softball	2,010	2,276	2,544	3,348
MS Softball	1,338	1,606	1,876	2,677

(B) COACHING SCHEDULE - continued**2004-05 SCHOOL YEAR - continued**

POSITION	STEP 1 1-4	STEP 2 5-8	STEP 3 9-12	STEP 4 12+ YEARS
Varsity Tennis	2,677	2,944	3,214	4,016
JV Tennis	2,010	2,276	2,544	3,348
MS Tennis	1,338	1,606	1,876	2,677
Varsity Cross-Country	2,677	2,944	3,214	4,016
JV Cross-Country	2,010	2,276	2,544	3,348
MS Cross-Country	1,338	1,606	1,876	2,677
Varsity Golf	2,677	2,944	3,214	4,016
JV Golf	2,010	2,276	2,544	3,348
Bowling Coach	1,928	2,035	2,141	2,464
Athletic Director	5,578	5,875	6,173	7,068

2005-06 School Year

POSITION	STEP 1 1-4	STEP 2 5-8	STEP 3 9-12	STEP 4 12+ YEARS
Varsity Soccer	2,757	3,032	3,310	4,136
JV Soccer	2,070	2,344	2,620	3,448
MS Soccer	1,378	1,654	1,932	2,757
Varsity Volleyball	2,757	3,032	3,310	6,998
JV Volleyball	2,070	2,344	2,620	3,448
MS Volleyball	1,378	1,654	1,932	2,757

(B) COACHING SCHEDULE - continued**2005-06 SCHOOL YEAR - continued**

POSITION	STEP 1-4	STEP 5-8	STEP 9-12	STEP 12 + YEARS
Varsity Basketball	4,965	5,240	5,516	6,343
JV Basketball	3,722	3,998	4,273	5,102
MS Basketball (4)	1,792	2,070	2,344	3,171
Elementary Basketball (2)	1,239	1,517	1,792	2,620
Varsity Cheerleading	4,965	5,240	5,516	6,343
JV Cheerleading	3,722	3,998	4,273	5,102
MS Cheerleading	1,378	1,654	1,932	2,757
Varsity Baseball	2,757	3,032	3,310	4,136
JV Baseball	2,070	2,344	2,620	3,448
MS Baseball	1,378	1,654	1,932	2,757
Varsity Softball	2,757	3,032	3,310	4,136
JV Softball	2,070	2,344	2,620	3,448
MS Softball	1,378	1,654	1,932	2,757
Varsity Tennis	2,757	3,032	3,310	4,136
JV Tennis	2,070	2,344	2,620	3,448
MS Tennis	1,378	1,654	1,932	2,757
Varsity Cross-Country	2,757	3,032	3,310	4,136
JV Cross-Country	2,070	2,344	2,620	3,448
MS Cross-Country	1,378	1,654	1,932	2,757

(B) COACHING SCHEDULE - continued**2005-06 SCHOOL YEAR - continued**

POSITION	STEP 1-4	STEP 5-8	STEP 9-12	STEP 4 12+ YEARS
Varsity Golf	2,757	3,032	3,310	4,136
JV Golf	2,070	2,344	2,620	3,448
Bowling	1,986	2,096	2,205	2,538
Athletic Director	5,801	6,110	6,420	7,351

2006-07 SCHOOL YEAR

POSITION	STEP 1-4	STEP 5-8	STEP 9-12	STEP 4 12+ YEARS
Varsity Soccer	2,840	3,123	3,409	4,260
JV Soccer	2,132	2,414	2,699	3,551
MS Soccer	1,419	1,704	1,990	2,840
Varsity Volleyball	2,840	3,123	3,409	4,260
JV Volleyball	2,132	2,414	2,699	3,551
MS Volleyball	1,419	1,704	1,990	2,840
Varsity Basketball	5,114	5,397	5,681	6,533
JV Basketball	3,834	4,118	4,401	5,255
MS Basketball (4)	1,846	2,132	2,414	3,266
Elementary Basketball (2)	1,276	1,563	1,846	2,699
Varsity Cheerleading	5,114	5,397	5,681	6,533
JV Cheerleading	3,834	4,118	4,401	5,255
MS Cheerleading	1,419	1,704	1,990	2,840

(B) COACHING SCHEDULE – continued**2006-07 SCHOOL YEAR - continued**

POSITION	STEP 1 1-4	STEP 2 5-8	STEP 3 9-12	STEP 12 + YEARS
Varsity Baseball	2,840	3,123	3,409	4,260
JV Baseball	2,132	2,414	2,699	3,551
MS Baseball	1,419	1,704	1,990	2,840
Varsity Softball	2,840	3,123	3,409	4,260
JV Softball	2,132	2,414	2,699	3,551
MS Softball	1,419	1,704	1,990	2,840
Varsity Tennis	2,840	3,123	3,409	4,260
JV Tennis	2,132	2,414	2,699	3,551
MS Tennis	1,419	1,704	1,990	2,840
Varsity Cross-Country	2,840	3,123	3,409	4,260
JV Cross-Country	2,132	2,414	2,699	3,551
MS Cross-Country	1,419	1,704	1,990	2,840
Varsity Golf	2,840	3,123	3,409	4,260
JV Golf	2,132	2,414	2,699	3,551
Bowling	2,046	2,159	2,271	3,551
Athletic Director	6,033	6,354	6,677	7,645

Creation of any new club, activity, or sport, for which compensation is sought by the teacher, may be requested by written request to the Superintendent. The Superintendent will review the request and make his recommendation to the Board of Education as to whether the club, activity, or sport should be recognized.

(6) **TECHNOLOGY COORDINATOR**

The Technology Coordinator shall be a certified teacher. The Technology Coordinator shall be provided with a scheduled teaching load of no more than 4/10 time (.4 FTE).

Should the Technology Coordinator be required to work beyond the regular working day he/she would be paid at a rate of 1/200th of his/her salary for any assigned duties. Such assignments will be made by the Superintendent of Schools. The Technology Coordinator will be directly responsible to the Superintendent of Schools. The Technology Coordinator shall maintain all benefits afforded to full-time teachers as stated in this contract.

(7) **COMPUTER COORDINATOR**

The position of computer Coordinator shall be held by a certified teacher. The position of Computer Coordinator shall be provided with a schedule of no more than half-time (.5 FTE). Should the Computer Coordinator be required to work beyond the regular school day he/she would be paid at a rate of 1/200th of his/her salary for any assigned duties. Such assignments will be made by the Superintendent of Schools. The Computer Coordinator will be directly responsible to the Superintendent of Schools. The Computer Coordinator shall maintain all benefits afforded to full-time teachers as stated in this contract.

(8) **PAID SICK-LEAVE PROGRAM**

Sick leave shall be accumulated at the rate of fifteen (15) days per year. Sick leave days may be used for family sickness (see Article 1, Section 11). These sick days will accumulate to a total of 200 days, except for the purposes of retirement (Article IV, Section 10).

A teacher on an approved leave of eleven (11) or more days shall not accrue sick leave days during that leave.

(9) **PERSONAL LEAVE**

Each full-time teacher shall be eligible for four (4) days of personal leave per year with full pay, which days may be utilized as whole or half days. Such leave must be documented on the form supplied by the District and filed within two (2) days of return to work.

Unused personal leave shall be converted to accumulative sick leave at the end of each school year.

Personal leave shall be granted without requiring a reason from the teacher, if application is made to the Building Principal a reasonable length of time before the date of the requested leave, and further provided that not more than ten percent (10%) of the staff shall have applied for personal leave at the same time. If more than ten percent (10%) of the staff have applied for personal leave at the same time, then those who are eligible to take such leave shall be granted leave on a "first come-first granted" basis.

(10) **BEREAVEMENT LEAVE**

Up to three (3) days absence from work with pay shall be available for each occurrence of death in the immediate family. Up to five (5) days absence from work with pay shall be available for each occurrence of death of any employee's spouse, child, parent, or parent-in-law. Such leave may be taken after notification to the teacher's Building Principal. This leave is not accumulative and is not to be deducted from any of the other leaves as set out in this Agreement.

In special circumstances, a teacher may apply for additional bereavement days with pay to the Superintendent who, at his/her sole discretion, may grant as many of these additional bereavement days as he/she deems appropriate.

(11) **GENERAL LEAVE**

Any unit member may apply for a general leave. General leaves shall be granted for good and satisfactory reasons and are provided with or without pay and /or fringe benefits. For short term general leaves (ten or fewer consecutive days in duration) fringe benefits will be continued. Application shall be made in writing to the Superintendent who may approve those requests. Decisions on these leaves are at the sole discretion of the Superintendent and are not precedent setting in any individual circumstance. General leaves may extend for a period of up to two (2) years. For salary calculation purposes, any teacher who has taught more than ninety-two (92) days of a school year shall be advanced to the next step on the salary schedule upon his/her return to work. Upon completion of any approved leave, the unit member will be returned to the same or an equivalent position. Other than those periods covered under the Family and Medical Leave Act provisions, the unit member may elect to continue as a member of the health insurance program at his/her own cost.

A medical leave shall be granted for personal illness, care for family members, adoption or foster care, or birth of and/or care for a child. Any unit member taking a medical leave may use any provisions provided in this section under the general leave policy in addition to the terms of the Family and Medical Leave Policy. Medical leaves for family illness in excess of ten (10) days requires the member to use the provisions of the Family and Medical Leave Act (or General Leave). Should the Family and Medical Leave Act be revised, the Board of Education will adopt the revisions within its policy.

(12) **SABBATICAL LEAVES**

Upon recommendation of the Superintendent, the Board may grant sabbatical leaves for graduate work, study, research, travel, or any other activity intended to improve professional competence and benefit the School District.

All teachers with more than five (5) years experience at Honeoye Central School are eligible to apply for a sabbatical leave. Applications shall ordinarily be submitted to the Superintendent no later than April 15 of the school year immediately preceding the fiscal year for which the sabbatical is requested, or October 15 when the sabbatical is requested for the second half of the then current year. Each application shall include a statement of definite purpose for which the sabbatical is requested, together with as many related specific facts as are possible.

Sabbaticals may be one (1) full year, one-half (1/2) year, or one quarter (1/4) year in duration.

If a sabbatical is awarded, the District will pay two-thirds (2/3) of the annual salary of a teacher granted a full year sabbatical, or two-thirds (2/3) of one-half (1/2) or one-quarter (1/4) year sabbatical terms.

There shall be no minimum or maximum number of sabbatical leaves available in any one year.

Selection of sabbatical recipients shall be based upon:

- (a) The value of the proposed project to the School District and to the teacher.
- (b) Fair distribution of the sabbaticals among elementary and secondary personnel and among subject areas.
- (c) Seniority.

Applications for any sabbaticals shall be reviewed by a committee consisting of the Superintendent, one member of the Board, and the President of the Association. This committee's recommendation shall be based upon a careful evaluation of all available resources, and this committee's recommendation shall be submitted by the Superintendent to the Board for its review.

Any teacher on approved sabbatical leave shall continue to receive all regular benefits while on leave and shall advance on the salary schedule without interruption upon return to regular teaching.

It is expected that sabbatical recipients shall return to their regular teaching duties in the School District upon the expiration of their leave period and shall thereafter remain in service of the School District for a period of time at least equal to twice the duration of the sabbatical leave.

(12) **SABBATICAL LEAVES - continued**

Decisions on these leaves are at the sole discretion of the Board and not subject to Article III.

(13) **ASSIGNMENT AND TRANSFER**

A. Assignment and Planning Time

Each teacher will be notified, whenever possible, in June of his/her teaching assignment for the next school year. When this assignment represents a change, the teacher will have the opportunity to discuss that change with the Building Administrator.

The normal Middle/High School day, for all teachers, shall be seven (7) hours. Within this day, every Middle/High School teacher will have a thirty (30) minute duty free lunch period. All full-time Middle/High School teachers shall have a total of five (5) teaching and one administrative assignment or by mutual agreement six (6) teaching assignments. Administrative assignments may include study hall duty, cafeteria duty, hall duty, gifted and talented duty, tutoring and/or remedial duty, or special projects duty. The gifted and talented duty, the tutoring duty, the special projects, or the remedial duty shall be limited to no more than five (5) students per period of that assignment. A homeroom assignment shall not be counted among these assignments. The Principal will work with the teachers to try to keep the number of preparations at a minimum, but this may not, in all areas, always be possible. A half-time secondary teacher will have three (3) teaching assignments.

Detention supervision will be served voluntarily on a quarterly basis. If there are not a sufficient number of volunteers, the administration may assign other staff members to detention duty. No person will involuntarily serve more than one (1) quarter per year. Detention supervision will pay \$1,218 per quarter for the 2004-2005 school year, \$1,255 per quarter for the 2005-2006 school year and \$1,293 per quarter for the 2006-2007 school year. The Detention supervisor's work day may be adjusted so that the starting and ending times may be different from other teachers, but will not end more than forty-five (45) minutes after the 6-12 teachers regularly scheduled day.

The normal Elementary School day, for all teachers, shall be seven (7) hours. Within this day, every Elementary School teacher will have a duty free lunch period of thirty (30) minutes and a planning period of at least thirty (30) consecutive minutes per day. The total time for planning per week shall be 220 minutes. The goal of the District will be to provide a minimum of 45 consecutive minutes or two (2) thirty (30) minute planning

(13) **ASSIGNMENT AND TRANSFER - continued**

A. Assignment and Planning - continued

periods for every Elementary School teacher each day. Elementary Special Area teachers may be assigned to bus duty on a rotating basis. A half-time elementary school teacher shall teach three (3) hours and thirty (30) minutes per day or two and one-half (2-1/2) days per week.

The assignment of teaching assistants will be developed by the Building Principal.

The President of the Teachers' Association (if the President is a Secondary teacher) shall not have more than five (5) assignments. The President of the Association (Elementary) will be granted one (1) full day or two (2) half-days per month to be used for Association business. The Athletic Director will have no more than four (4) teaching assignments. The remainder of his/her day will be as Athletic Director. The goals of the District will be to have these teaching assignments occur in the morning (a.m.) and the Athletic Director will not be assigned a homeroom period.

B. Transfer

Elementary teachers who desire a transfer in grade-level assignment or building unit assignment to the secondary unit, secondary teachers who desire a transfer in subject area assignment or building unit assignment to the elementary unit, or special-subject teachers with assignments in both the elementary and secondary unit who desire a transfer to a grade-level assignment in the elementary unit or subject area assignment in the secondary unit may file a written request with their Building Principal as early as possible, but in any event no later than April 1. Such a request will include the specific reason for the desired transfer.

In reference to the definition of transfer in the immediately preceding paragraph, the Building Principal shall give consideration to the wishes of the teacher to the extent that these do not conflict with the best interests of the students and of the School District.

To assist the Administration in making administrative transfer decisions, whether at the request of the teacher or initiated by the Administration, the Building Principal shall meet and consult with the teacher(s) potentially involved so that such teacher(s) may be provided with the opportunity to express their opinions about such possible changes. After administrative transfer decisions are finalized, the Building Principal shall again meet with the teacher(s) involved to explain the reasons for such a transfer.

(13) **ASSIGNMENT AND TRANSFER - continued**

B. Transfer - continued

When administrative transfer decisions must be made during summer vacation, the teacher(s) will be notified by mail at his/his residence (or designated summer address). If there is not response from the teacher within thirty (30) calendar days, but not later than ten (10) days prior to the opening of school, the transfer will be considered acceptable to the teacher.

C. TEACHING ASSISTANTS

The assignment and transfer of teaching assistants shall be determined by the administrative personnel.

(14) **PLANNING AND PREPARATION TIME**

Each elementary teacher shall have daily planning time, totaling at least two hundred twenty (220) minutes per week; each secondary teacher shall have at least one (1) daily planning period.

The District recognizes the problem that has existed in the past of unequal distribution of elementary planning time and is committed to seeking a solution. The goal of the District will be to provide a minimum of 45 consecutive minutes or two 30 minute planning periods for each elementary teacher each day between 9:00 a.m. and 3:20 p.m. without decreasing existing programs.

Planning and preparation time for teaching assistants shall be as has been past practice. No change is intended. The teaching assistant's preparation shall correspond to her/his supervising teacher's actual preparation time. This is time to work on actual instruction preparation.

(15) **GOAL OF THE DISTRICT**

The Honeoye Teachers' Association shall have input in the schedule for the next school year. Prior to adoption, the next school year's calendar will be presented to the Honeoye Teachers' Association.

ARTICLE II - NEGOTIATING PROCEDURES

Either party may request the commencement of negotiations for a successor Agreement on or before February 1 of the final year of this Agreement by notifying the other party in writing of its intent to renegotiate. The parties shall meet to exchange proposals no later than fifteen (15) days after such notice.

Neither party in any negotiations shall have any individual control over the selection of the negotiating representatives selected by the other. While no final agreement shall be executed without ratification by the Association and the

ARTICLE II - NEGOTIATING PROCEDURES - continued

Superintendent, the parties mutually pledge that their representatives may make proposals, consider proposals, and reach compromises in the course of negotiations.

Negotiating meetings shall be scheduled at mutually agreeable times and places, and shall be open only to members of each party's negotiating committees and their consultants.

Copies of the final agreement shall be provided by the District to all teachers within the unit.

It is further agreed that the procedures set out at S209 of the Civil Service Law shall control in the event of impasse.

ARTICLE III - GRIEVANCE PROCEDURES

(1) DECLARATION OF PURPOSE

The purpose of this procedure is to secure the equitable resolution of grievances at the lowest possible administrative level as quickly and efficiently as possible.

(2) DEFINITIONS

- (A) **Grievance** - A "Grievance" shall be defined as a claim by an employee that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement.
- (B) **Supervisor** - "Supervisor" shall mean any Elementary Principal, Middle/High School Principal, Assistant Middle/High School Principal, Director of Pupil Personnel Services, or Superintendent.
- (C) **Aggrieved Party** - "Aggrieved Party" shall mean any teacher or group of teachers who have filed a timely grievance.
- (D) **Teacher** - "Teacher" shall mean any member of the unit represented by the Honeoye Teachers' Association, whether or not such said person belongs to the Association.
- (E) **Party in Interest** - "Party in Interest" shall mean any party named in the grievance who is not the aggrieved party.
- (F) **General Terms** - Whenever used in this Agreement, the words "shall" or "will" are mandatory, whereas the words or phrases "insofar as possible", "whenever possible," "practicable," "should," and other like phrases indicate contingency situations. The word "may" indicates discretionary action and the exercise of such discretion is not subject to the grievance proceedings.

(2) **DEFINITIONS - continued**

- (G) **Day** - The term "day" when used in this grievance procedure shall mean business day, inclusive of Monday through Friday, but exclusive of Saturday, Sunday, and legal holiday.

(3) **TIME LIMITS**

An alleged grievance shall not be entertained and will be deemed waived unless presented at the first stage within thirty (30) days after the aggrieved party knew or should have known of the act or conditions on which the grievance is based. This specified time limit for filing a grievance will not apply to any grievance which directly relates to salary or wage determinations which are made after the date this agreement is signed, but the specified time limit continues to apply to awards of credit for prior service, continuing step placement, salary or wage placement, and other like matters which occurred prior to the signing of this agreement.

If an aggrieved party fails to appeal an unsatisfactory disposition of the alleged grievance to the next step of the procedure within the specified time limit, the grievance shall be deemed discontinued and further appeal shall be barred.

Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limits specified shall permit the lodging of an appeal by the aggrieved party to the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

The time limits specified may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

(4) **PROCEDURES**

Each written grievance shall include the name and position of the aggrieved party or parties affected by the alleged grievance, the specific Article and Section of this Agreement involved, the time and place where the alleged events or conditions constituting the alleged grievance existed, the identity of the party allegedly responsible for causing the existence of said events or conditions and the general nature of the grievance, and the redress sought by the aggrieved party.

The existence of these grievance procedures hereby established shall not be deemed to require any employee to pursue the remedies herein provided.

The aggrieved party may be accompanied and represented at any step of the grievance procedure by representatives of his/her own choosing.

Nothing contained in this article shall be construed as limiting the right of any employee allegedly having a grievance to discuss the matter informally with any appropriate member of the administration.

(5) **STAGES**

- (A) **Stage 1:** The aggrieved party shall first present the grievance to his/her Building Principal with the objective of resolving this alleged grievance informally within five (5) days after presentation.
- (B) **Stage 2:** If the grievance is not resolved satisfactorily at Stage 1, the aggrieved party shall reduce the grievance to writing on the form approved by the Superintendent and submit it to the same immediate supervisor of Stage 1 within five (5) days after the decision at Stage 1. Within the five (5) days after receipt of the written grievance, the immediate supervisor shall render a written decision.
- (C) **Stage 3:** If the grievance is not resolved satisfactorily at Stage 2, the aggrieved party shall submit both the written grievance and immediate supervisor's written decision to the Superintendent within five (5) days after the decision at Stage 2. Within five (5) days after receipt of both the written grievance and immediate supervisor's decision, the Superintendent shall convene an informal conference with the aggrieved party and all parties in interest. Within ten (10) days after the close of this informal conference, the Superintendent shall present his/her written decision to the aggrieved party.
- (D) **Stage 4:** If the grievance is not satisfactorily resolved at Stage 3, the aggrieved party shall file the grievance with the Board of Education within five (5) days after receipt of the decision at Stage 3. Within thirty (30) days after receipt of the grievance, the Board shall hold a formal hearing at which each side will present its case with representation on both sides or neither side and with the opportunity for rebuttal from each side. Within five (5) days after this formal hearing, the Board will render its written decision.
- (E) **Stage 5:** If the grievance is not satisfactorily resolved following the written decision of the Board, and a written request is made by the Association within fifteen (15) days following the Board's decision, an arbitrator shall be selected by mutual agreement of the parties, or, failing mutual agreement, the parties shall secure an arbitrator from the American Arbitration Association in accordance with its procedures. The decision of the arbitrator shall be final and binding upon the parties.

The fees and expenses of the arbitrators and the cost of the hearing room, if any, shall be shared equally by the District and the aggrieved employee or his/her representative. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor for the expenses of witnesses or participants called by the other.

ARTICLE IV - SALARY

(1) The following salary schedule shall be in effect for the school year 2004-05

2004-05 Step	A Bachelor's Degree and/or Certification	B Bachelor's Degree and/or Certification plus 30 hours	C Masters Degree
1	\$32,158	\$33,745	\$34,439
2	32,788	34,406	35,515
3	33,336	34,981	35,702
4	33,820	35,465	36,186
5	34,259	35,904	36,625
6	34,698	36,343	37,064
7	35,130	36,775	37,496
8	35,558	37,203	37,924
9	35,954	37,599	38,320
10	37,177	38,822	39,543
11	37,799	39,444	40,165
12	38,882	40,528	41,248
13	39,895	41,541	42,261
14	40,950	42,595	43,316
15		43,635	44,355
16		44,662	45,382
17		45,690	46,410
18		46,728	47,449
19		47,775	48,495
20		48,838	49,559

ARTICLE IV – SALARY – 2004-05 - continued

2004-05 STEP	A Bachelor's Degree and/or Certification	B Bachelor's Degree and/or Certification plus 30 hours	C Masters Degree
21		49,921	50,642
22		50,979	51,700
23		52,281	53,002
24		53,526	54,246
25		54,778	55,499
26		56,218	56,939
27		57,369	58,090
28		58,912	59,632
29		59,905	60,626
30		61,070	61,791
31		62,471	63,191
32		63,942	64,662
33		65,103	65,824
34		66,270	66,991
35		67,713	68,434
36		68,916	69,636
37		69,936	70,657
38		70,611	71,330
39		71,498	72,218
40		71,958	72,678

ARTICLE IV - SALARY - continued**(2) The following salary schedule shall be in effect for the school year 2005-2006:**

2005-06 Step	A Bachelor's Degree and/or Certification	B Bachelor's Degree and/or Certification plus 30 hours	C Masters Degree
1	\$33,101	\$34,720	\$35,428
2	34,044	35,695	36,417
3	34,699	36,382	37,120
4	35,269	36,980	37,730
5	35,773	37,484	38,233
6	36,229	37,940	38,690
7	36,686	38,397	39,147
8	37,135	38,846	39,596
9	37,580	39,291	40,041
10	37,992	39,703	40,453
11	39,264	40,975	41,725
12	39,911	41,622	42,372
13	41,037	42,749	43,498
14	42,091	43,803	44,551
15	43,188	44,899	45,649
16		45,980	46,729
17		47,048	47,797
18		48,118	48,866
19		49,197	49,947
20		50,286	51,035
21		51,392	52,141
22		52,518	53,268
23		53,618	54,368
24		54,972	55,722

25		56,267	57,016
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ARTICLE SALARY – continued

(2) The following salary schedule shall be in effect for the school year 2005-06:

2005-06 STEP	A Bachelor's Degree and/or Certification	B Bachelor's Degree and/or Certification plus 30 hours	C Masters Degree
26		57,569	58,319
27		59,067	59,817
28		60,264	61,014
29		61,868	62,617
30		62,901	63,651
31		64,113	64,863
32		65,570	66,319
33		67,100	67,848
34		68,307	69,057
35		69,521	70,271
36		71,022	71,771
37		72,273	73,021
38		73,333	74,083
39		74,035	74,783
40		74,958	75,707

ARTICLE SALARY – continued

(3) The following salary schedule shall be in effect for the school year 2006-07:

2006-07 Step	A Bachelor's Degree and/or Certification	B Bachelor's Degree and/or Certification plus 30 hours	C Masters Degree
1	34,063	35,714	36,437
2	35,025	36,709	37,445
3	36,006	37,723	38,474
4	36,687	38,437	39,205
5	37,280	39,059	39,839
6	37,804	39,583	40,362
7	38,278	40,058	40,838
8	38,753	40,533	41,313
9	39,220	41,000	41,780
10	39,683	41,463	42,243
11	40,112	41,891	42,671
12	41,435	43,214	43,994
13	42,107	43,887	44,667
14	43,278	45,059	45,838
15	44,375	46,155	46,933
16		47,295	48,075
17		48,419	49, 198
18		49,530	50,309
19		50,643	51,421
20		51,765	52,545
21		52,897	53,676
22		54,048	54,827
23		55,219	55,999
24		56,363	57,143

ARTICLE SALARY – continued

(3) The following salary schedule shall be in effect for the school year 2006-07:

25		57,771	58,551
26		59,118	59,897
27		60,472	61,252
28		62,030	62,810
29		63,275	64,055
30		64,943	65,722
31		66,017	66,797
32		67,278	68,058
33		68,793	69,572
34		70,384	71,162
35		71,639	72,419
36		72,902	73,682
37		74,463	75,242
38		75,764	76,542
39		76,866	77,646
40		77,596	78,374

(4) GRADUATE HOURS:

2004-05 - Fifty-Five dollars (\$55.00) per semester hour shall be paid for up to thirty (30) hours of study beyond the Bachelor's Degree or beyond Provisional Certification as approved by the Superintendent. Sixty-One dollars (\$61.00) per semester hour shall be paid for any approved graduate hours beyond thirty (30) graduate hours.

2005-06 - Fifty-Seven (\$57.00) per semester hour shall be paid for up to thirty (30) hours of study beyond the Bachelor's Degree or beyond Provisional Certification as approved by the Superintendent. Sixty-Three dollars (\$63.00) per semester hour shall be paid for any approved graduate hours beyond thirty (30) graduate hours.

2006-07 - Fifty-Nine dollars (\$59.00) per semester hour shall be paid for up to thirty (30) hours of study beyond the Bachelor's Degree or beyond Provisional Certification as approved by the Superintendent. Sixty-Six dollars (\$66.00) per semester hour shall be paid for any approved graduate hours beyond thirty (30) graduate hours.

(4) **GRADUATE HOURS - continued**

Approvals shall be granted for courses leading to a degree, permanent certification, or those consistent with the teacher's instructional area. Such payment will be prorated with respect to the time of approved course completion commencing September 1 or February 1. Credits shall be paid for all approved courses to the extent that transcripts or grades are received by the District on or before October 1 for the first semester and March 1 for the second semester; or for each fifteen (15) clock hours of pre-approved in-service as approved by the Superintendent. (15 clock hours of in-service equals one credit.)

(5) **MASTER'S/DOCTORATE DEGREES:**

Any Master's or Doctorate Degree earned beyond Schedule C shall be recognized at \$721 per degree during the 2004-05 school year, \$750 per degree during the 2005-06 school year, and \$780 per degree during the 2006-07 school year.

(6) **YEARS OF SERVICE:**

All teachers shall be placed on a step not less than their years of service in this School District and their approved on going education.

(7) **GUIDANCE COUNSELORS:**

The salary of all guidance counselors shall be 1.05 times the salary indicated by placing the counselor on the teacher salary schedule. The work year for guidance counselors shall be from September 1 to June 30 inclusive; and any summer work performed by the counselors at the direction of the Superintendent shall be paid at 1/200 per diem of the counselor's regular salary.

(8) **CURRICULUM COORDINATORS:**

The salary of all curriculum coordinators shall be 1.05 times the salary indicated by placing the coordinators on the teacher salary schedule. The work year for curriculum coordinators shall be from September 1 to June 30, inclusive; and any summer work performed by coordinators at the direction of the Superintendent shall be paid at 1/200 per diem of the coordinator's regular salary.

(9) **CURRICULUM WORK:**

Curriculum development is a part of the regular teaching duties. Curriculum training and staff development work is to be paid at a flat rate of \$26.78 per hour for 2004-05, \$27.58 per hour for 2005-06, and \$28.41 per hour for 2006-07.

Summer curriculum writing will be paid at a daily rate of 1/200th of the teacher's current school year regular teaching salary for each seven (7) hour day worked, provided such projects(s) have been approved by the Superintendent.

ARTICLE IV – SALARY – continued

(10) **SUMMER SCHOOL:**

(A) **Teachers:**

Summer School Teachers shall be paid \$21.00 per hour for the life of this contract for summer school teaching.

(B) **Coordinator:**

The Summer School Coordinator shall be paid \$28.00 per hour for the life of this contract.

(C) **Teaching Assistants:**

Summer School Teaching Assistants shall be paid \$10.50 per hour for the life of this contract.

(11) **FLEXIBLE SPENDING PLAN:**

The District and the Association shall agree on an administrative service for the Flex Plan by June 30 for each year of this agreement. The District will deposit \$400 in the Flexible Spending Plan for each full-time equivalent teacher (any teacher teaching half-time or more shall be treated as a full-time equivalent) and teaching assistant for each year of this agreement. Costs will be shared by the District and the individual teacher.

(12) **TEACHING ASSISTANTS**

The following salary schedule shall be in effect for the school years 2004-05, 2005-06 and 2006-07:

2004-05		2005-06		2006-07	
STEP	SALARY	STEP	SALARY	STEP	SALARY
1	\$9,799	1	\$10,045	1	\$10,546
2	10,251	2	10,291	2	11,047
3	10,414	3	10,761	3	11,303
4	10,483	4	10,931	4	11,791
5	10,597	5	11,002	5	11,968
6	11,051	6	11,121	6	12,042
7	11,693	7	11,593	7	12,166
8	12,073	8	12,261	8	12,657

	12,743	9	12,656	9	13,351
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ARTICLE IV – SALARY – continued

TEACHING ASSISTANTS - continued

2004-05		2005-06		2006-07	
STEP	SALARY	STEP	SALARY	STEP	SALARY
10	13,159	10	13,853	10	13,762
11	13,812	11	14,285	11	15,007
12	14,503	12	14,964	12	15,456
13	15,192	13	15,683	13	16,163
14	16,035	14	16,400	14	16,910
15	16,877	15	17,276	15	17,656
16	17,720	16	18,152	16	18,567
17	18,455	17	19,029	17	19,478
18	19,191	18	19,793	18	20,390
19	19,927	19	20,559	19	21,185
20	20,759	20	21,324	20	21,981
21	21,591	21	22,189	21	22,777
22	22,308	22	23,055	22	23,677
23		23	23,800	23	24,577
24		24		24	25,352
25		25		25	

Each Teaching Assistant shall be eligible to receive annual tuition reimbursement for six (6) college-level credit hours up to a total of not more than \$534 or 2004-05, \$550 for 2005-06, and \$567 for 2006-07. The credit hours must be completed no later than June 30 of the year of employment as a Teaching Assistant. The credit hours must be in appropriate area of primary and/or secondary education as determined by prior approval of the Superintendent. Except for reasons of disability, the tuition reimbursement shall be forfeitable if the applicant does not complete the year of service in which it is paid.

(13) **SCHOOL NURSE**

The following salary shall be in effect for the School Nurse:

2004-05	\$29,409
2005-06	\$31,185
2006-07	\$33,032

The School Nurse shall work an eight hour school day.

ARTICLE V - PAYMENT SCHEDULES

Teachers must elect, in writing, to have their annual salary paid to them either in twenty-one (21) or twenty-six (26) equal pay periods starting in September. Teachers selecting the twenty-six (26) pay period plan may receive five (5) of these on the last pay date in June.

DIRECT DEPOSIT

The District shall provide direct deposit to a bank or credit union as directed by the unit member.

ARTICLE VI - RETIREMENT

(1) **RETIREMENT INCENTIVE:**

Any member of the HTA who is eligible for retirement during a calendar year and has been employed a minimum of fifteen (15) years at Honeoye Central School will qualify for Honeoye Central School benefits. Prospective retirees must give forty-five (45) days notice. The District will pay the Honeoye Central School District "Retirement Benefits" to retiree within thirty (30) days of retirement, but no later than December 31 of the retirement calendar year.

(A) **15-19 Years Service:**

Retirees who meet the above requirements and who worked fifteen through nineteen (15-19) years in the Honeoye District will receive a bonus incentive payment of 25% of their following year's salary, including hours but excluding extracurricular activities, assuming they had continued to work. If the next year's salary has not been established by the time of their retirement, retirees will receive 25% of their current year's salary, with the remainder to be paid after the next year's salary has been determined.

(1) **RETIREMENT INCENTIVE - continued**

(B) **20-24 Years Service:**

Retirees who meet the above requirements and who have worked twenty through twenty-four (20-24) years in the Honeoye District will receive a bonus incentive payment of 30% of their following year's salary, including hours but excluding extracurricular activities, assuming they had continued to work. If the next year's salary has not been established by the time of their retirement, retirees will receive 30% of their current year's salary, with the remainder to be paid after the next year's salary has been determined.

(C) **25 + Years Service:**

Retirees who meet the above requirements and who have worked twenty-five or more (25+) years in the Honeoye District will receive a bonus incentive payment of 35% of their following year's salary, including hours but excluding extracurricular activities assuming they had continued to work. If the next year's salary has not been established by the time of their retirement, retirees will receive 35% of their current year's salary, with the remainder to be paid after the next year's salary has been determined.

(2) **RETIREE UNUSED SICK DAY BENEFIT:**

Retirees will be compensated at the rate of \$55 for each unused day of sick leave. The number of days compensated may not exceed three hundred (300) days. The District will pay the Honeoye Central School District "Retirement Benefits" to the retiree within thirty (30) days of retirement, but no later than December 31 of the retirement calendar year.

(3) **RETIREE HEALTH INSURANCE:**

Any member of the HTA who is eligible for retirement under this contract (July 1, 2004 through June 30, 2007) may maintain membership in group medical and dental plans by paying fourteen percent (14%) of the premium for single, 2-person, or family coverage. The Honeoye Central School District will pay the remaining 86% until the retiree's 65th birthday. These options may be picked up at any time until age sixty-five (65). All members retiring under this contract will have these benefits until age sixty-five (65) and this provision will remain in effect for them until they are age sixty-five (65). After June 30, 2007, the language of this provision will revert to the language found in Article IV, Paragraph (1), Option A (pages 22-23, Lines 15-41) of the 1996-97 agreement.

ARTICLE VII - EVALUATION

The primary objectives of the teacher-evaluation program shall be to improve instruction and to assist individual teachers in professional development.

Toward those objectives, the administrative personnel responsible for the evaluation of teachers shall strive to permit each teacher to:

- (1) Know how well he/she is performing the duties and responsibilities of his/her position.
- (2) Know the areas in which improvement is needed.
- (3) Discuss his/her evaluation reports with the reporting administrator.
- (4) Seek and receive administrative assistance.

Non-tenured teachers shall be observed on as many occasions as is deemed appropriate by administrative personnel, but not fewer than two (2) times formally each year with at least one (1) formal observation prior to December 1 of each school year. Tenured teachers shall be observed on as many occasions as is deemed appropriate by administrative personnel, but not fewer than one (1) time each year. A tenured teacher, with the agreement of his/her Building Principal, may develop a mutually acceptable professional activity that will then replace the observation by administrative personnel for that school year. Any teacher may request an additional evaluation and/or a pre-evaluation conference with the administrator. All requests for an additional formal evaluation must be in writing. Following the receipt of a written request for an additional formal evaluation, the observation must be conducted by the administrator within twenty (20) school days. The administrator need not honor more than one request per probationary teacher per semester. The administrator need not honor more than one request per tenured teacher per year. A formal classroom observation shall be no less than thirty (30) minutes in duration.

All formal classroom observations shall be written and shall be discussed between the teacher and evaluator within ten (10) school days after the observation.

A written comment on any written observation or on any written evaluation appraisal or on the comprehensive evaluation may be filed by the teacher.

The teacher shall sign and be provided with a copy of all written evaluations before such evaluations are filed in the teacher's personnel folder, and such signature shall not necessarily constitute evidence of the teacher's agreement with the evaluation document.

Teachers shall be provided with a copy of all written evaluations, and a copy shall be provided to the Superintendent for inclusion in the teacher's personnel folder.

ARTICLE VII - EVALUATION - continued

Each tenured teacher shall have one (1) Annual Professional Performance Review, completed by his/her Building Principal, no later than June 15 of each year. The APPR evaluations shall be written and discussed between the teacher and the evaluator before filing such written evaluation in the teacher's folder.

ARTICLE VIII - PERSONNEL FILE

Upon reasonable request and by appointment, each teacher shall be permitted to review his/her personnel folders in either the Building Principal's office or the District Office. Such review shall not include confidential reference information supplied by previous employers or college placement offices. The teacher has the right to duplicate any non-confidential materials found in his/her personnel folder.

Before evaluation reports or materials in any way critical of the teacher or the teacher's performance are placed in the teacher's personnel file, the teacher will review them and indicate that review by signature, which in no way indicates agreement with such evaluations or materials.

The teacher has the right to respond in writing, and have that response attached to the file copy of any materials found in his/her personnel folder.

ARTICLE IX - HEALTH INSURANCE

DISTRICT-PAID HEALTH INSURANCE BENEFITS

The District shall provide contribution to the annual premiums for all offered health insurance plans. The District shall provide Blue Cross and Blue Shield coverage including the Blue Million Preferred Plan with the Out-Patient Rider (Hospital), Consultation Rider, Emergency First Aid Rider, X-Ray Rider, and \$5.00 co-pay prescription rider. The District shall provide H.M.O. (Blue Choice), Blue Point 2 Select for 2004-05 at 87%, 2005-06 at 87% and 2006-07 at 87%; Blue Choice Select/Finger Lakes Health Plan for 2004-05 at 87%, 2005-06 at 86% and 2006-07 at 86%. The District shall provide Blue Cross and Blue Shield Traditional Health Plan with employer contributing for 2004-05 at 86%, 2005-06 at 86% and 2006-07 at 85%. The District shall also provide Blue Cross and Blue Shield Traditional dental plan, Smile Saver I with employer contributing 86%. The employee's contribution shall be paid by payroll withholding.

All new employees hired after June 30, 2004, the employer will pay 80% of Health Insurance Annual Premium.

In the event the health care premiums for the experience-rated Blue Cross and Blue Shield group to which Honeoye Central School currently belongs exceed the premiums for the same coverage in the greater-Rochester-based Blue Cross and Blue Shield plan to which we previously belonged, the District agrees to pay the difference between the two premiums.

ARTICLE IX - HEALTH INSURANCE - continued

The District agrees that each full-time equivalent teacher or teaching assistant who elects not be covered by the District's health care plan and waives such coverage will be paid an additional eight hundred dollars (\$800) per year without such insurance coverage.

ARTICLE X - WORKSHOPS, CONFERENCES, AND VISITATIONS

A teacher may request permission to attend conferences, workshops, visitations, and in-service programs. Such requests require the prior approval of his/her Building Principal and Superintendent, who shall base their decision solely on what they think to be in the best interests of the School District.

Any approved requests shall be at full pay and shall not be deducted from any other leaves described in this Agreement. The School District shall also reimburse the teacher for any expenses incurred as a result of this leave as specifically approved by the Building Principal and Superintendent.

ARTICLE XI - ASSOCIATION BUSINESS LEAVE TIME

The Association President shall have three (3) days for his/her use for Association business. The President may choose to have a designee use one or more of these days. When an Association Business Day is scheduled, the Association President shall notify the Superintendent. Association Business Days may not be used for any matter in which the District may be a party (i.e., negotiations, grievances, improper practices, etc.). Association Business Leave days shall not be deducted from any other leave days. The Association shall pay for the costs if a substitute teacher needs to be used.

One member of the professional staff shall be granted leave to attend the annual meeting of the New York State affiliate of the Honeoye Teachers' Association, providing the Association reimburses the School District for the substitute teacher's per diem salary incurred to the District.

This leave shall be at full pay and shall not be deducted from any other leave described in this Agreement.

ARTICLE XII - NEW YORK RETIREMENT MEETING

Any member of the professional staff who is a duly elected representative to the New York State Retirement System shall be granted leave to attend this retirement system's annual meeting.

This leave shall be at full pay and shall not be deducted from any other leave described in this Agreement.

ARTICLE XII - NEW YORK RETIREMENT MEETING - continued

If no member of the professional staff is a duly elected member, then one (1) member of the professional staff shall be granted leave to attend the Annual Meeting of the New York State Retirement System providing the Association reimburses the School District the substitute teacher's pay per diem salary incurred to the District.

This leave shall be at full pay and shall not be deducted from any other leave described in this Agreement.

ARTICLE XIII - DUES DEDUCTIONS

The Board agrees to deduct from the salaries of the employees, dues for the Honeoye Teachers' Association and its State and Federal affiliates, as said teachers individually and voluntarily authorize the District to make such deductions and to transmit the monies promptly to the Honeoye Teachers' Association, which will forward the same to the properly designated association or associations. Teacher authorizations shall be in writing on a form provided by the Association.

Each of the associations referred to in the above paragraph shall certify to the Superintendent in writing the current rate of its membership dues.

Total annual membership dues for these designated professional associations shall be deducted starting with the fourth (4th) payroll and ending on the last payroll in June. No later than two (2) weeks prior to the first pay check in October, the Association shall provide the Superintendent with a list of those employees who have voluntarily authorized the Board to deduct dues for the associations referred to in paragraph 1 above.

The Board of Education shall transmit the amount so deducted to the Honeoye Teachers' Association, which will in turn forward it to the organizations for which deductions have been made. The first transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

ARTICLE XIV - NYSUT BENEFIT TRUST

The District shall check off and remit payments to the NYSUT Benefit Trust upon submission by a unit member of a signed authorization to the business office of the District. Such signed authorization may be revoked and discontinued upon written notice by the unit member to the District, and the deductions in salary will then be discontinued within a reasonable period of time. The District agrees to remit to the NYSUT Benefit Trust the authorized deductions from the unit members' salaries and agrees, upon written request, to furnish the Association with a list of all unit members from whose salaries such deductions have been made.

The Association agrees to indemnify and hold harmless the District in with regard to any liability and litigation which may arise as a result of the implementation of

these salary deductions.

ARTICLE XV - TAX SHELTERED ANNUITIES

The Board agrees to make available to all members in the unit the opportunity to participate in a tax sheltered annuity program. The cost of administering this program will be borne by the Board which will make deductions in salary as authorized by members and forward payment to the companies.

Between August 1 and October 1, members must notify the Business Office of the names of the companies they have elected for the school year.

ARTICLE XVI - ATTENDANCE OF EMPLOYEES' CHILD(REN)

School age children of any unit member may attend school at the Honeoye Central School District without cost. Transportation to and from school shall not be provided for any non-resident children by the District.

ARTICLE XVII - JOB SECURITY

No tenured teacher shall be dismissed by the Board except for just cause. Any probationary teacher who is not to be recommended to be continued for the following year shall be notified in writing no later than April 1 by the Superintendent.

Any probationary teacher who is to be dismissed before the end of the current school year shall be provided, in writing, notice of the reasons for such dismissal at least thirty (30) days before the Board meeting where such a dismissal is scheduled for Board action, and shall have a conference with the appropriate administrator.

ARTICLE XVIII- CERTIFICATION

It shall be the objective of the Board to employ only certificated teachers for permanent positions to the extent practicable.

ARTICLE XIX - ACADEMIC FREEDOM

The Board and the Association recognize that a climate of intellectual freedom is fundamental to the learning process. The Board and the Association therefore agree that, consistent with the requirements of the State Education Department and the Rules of the Regents, all teachers will be free to teach all knowledge that is, in their professional judgment, pertinent to the course and is presented fairly and objectively. Furthermore, the Board and Association agree to take appropriate action to defend academic freedom whenever it is threatened in the District.

ARTICLE XX - STAFF PROTECTION

To invoke any statutorily created liability of the Board and to provide protection of any teacher to the full extent of the law, any teacher in receipt of a summons, complaint, or other legal document must deliver a copy thereof to the Clerk of the Board or to the Superintendent within ten (10) days after receipt of such summons, complaint, or other legal document.

ARTICLE XXI - SENIORITY, LAYOFFS, AND RECALL

In the event of layoff, recall preference will be given to senior teachers.

Seniority as used for layoff or recall purposes shall be defined as length of continuous service within the same tenure area within the District, and shall be computed beginning with the most recent date of hire within the unit.

ARTICLE XXII - SAVING PROVISIONS

If any provision or part thereof in this Agreement or any application of the Agreement shall be found contrary to the law, then such provision or part thereof or application shall not be deemed valid and subsisting except to the extent permitted by the law, but all other provisions and applications shall continue in full force and effect.

ARTICLE XXIII - MANAGEMENT RIGHTS

It is recognized that the School Board has and will continue to retain the exclusive rights and responsibilities to operate and manage the school system and its programs, facilities, and properties, unless such rights and responsibilities are specifically abridged, delegated, or modified by another specified provision of this Agreement.

ARTICLE XXIV - DURATION

The provisions of this Agreement shall be deemed to become effective as of July 1, 2004 and shall continue in full force and effect through and including June 30, 2007.

ARTICLE XXV - EXTENSION OF CONTRACT

Extension of the contract for the following items (negotiations are still open and on going): 1] Evaluation/mentor (Professional Development Plan Team); and Stipend for State-Mandated Committees will be addressed with a memorandum. 2] 403B Non-elective language.

by _____
William F. Schofield
Superintendent
HONEOYE CENTRAL SCHOOL DISTRICT

Date

by _____
Michelle Berger, Co-President
HONEOYE TEACHERS' ASSOCIATION

Date

by _____
Dorothy Graziano, Co-President
HONEOYE TEACHERS' ASSOCIATION

Date

Memorandum
of
Agreement

BETWEEN the HONEOYE TEACHERS' ASSOCIATION and the SUPERINTENDENT of HONEOYE CENTRAL SCHOOL concerning the stipend for MENTORS referenced in Article XXV of the July 1, 2004 – June 30, 2007 contract.

The HONEOYE CENTRAL SCHOOL DISTRICT will provide one thousand dollars (\$1,000.00) per mentee newly employed on September 1, 2005. For those employed after September 1, 2005 the DISTRICT will provide one thousand dollars (\$1,000.00) per mentee on a prorated basis for the purpose of mentoring. Also, the HONEOYE CENTRAL SCHOOL DISTRICT will provide five hundred dollars (\$500.00) per second year mentee. The total the DISTRICT will provide is twelve thousand five hundred dollars (\$12,500.00) for the 2005-2006 school year only.

The distribution of these funds will be determined by the HONEOYE TEACHERS' ASSOCIATION, and the HTA will provide the Superintendent a list of names for the distribution of these funds.

This agreement is not precedent setting.

William F. Schofield
Superintendent

Michelle Berger
Dorothy Graziano
HTA Co-Presidents

Date

Date

